

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Little Crow Milling Company, Incorporated		06/29/2012	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	MOM Brands Company		
Street Address:	2700 IDS Center, 80 South 8th Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0557139	COCO-WHEATS	
Registration Number:	4073755	CO CO WHEATS	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612.332.5300		
Email:	lstrom@merchantgould.com		
Correspondent Name:	Merchant & Gould P.C.		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	947.439US01		
NAME OF SUBMITTER:	John A. Clifford		
Signature:	/John A. Clifford/		

OP \$65.00 0557139

TRADEMARK

Date:

07/17/2012

Total Attachments: 4

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS IS A TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") made, executed and delivered by Little Crow Milling Company, Incorporated, an Indiana corporation ("Seller"), in favor of MOM Brands Company, a Minnesota corporation (the "Buyer"), dated June 29, 2012, with respect to the conveyancing by Seller to Buyer, pursuant to that certain Asset Purchase Agreement, dated March 8, 2012, by and among Seller, Buyer and Dennis Fuller and Kim Fuller (the "Agreement"), of certain of the assets of Seller, and by which Seller and Buyer, for good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), hereby agree as follows:

1. Assignment of Assets. Subject to Section 1.2 of the Agreement and without conveying, assigning or otherwise transferring to Buyer any Excluded Asset, Seller does hereby absolutely, unconditionally and irrevocably sell, convey, assign and transfer unto Buyer forever all right, title and interest, legal and equitable, of Seller in and to the Owned Intellectual Property listed in Appendix A hereto, together with all goodwill associated therewith and all trademark and domain name registrations, applications and renewals in connection therewith, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

2. Transfer of Domain Names. Seller hereby agrees to cooperate with Buyer to effectuate the transfer of the Owned Intellectual Property, including the domain name registrations listed in Appendix A hereto, in a timely manner, including taking all commercially reasonable steps to complete the transfer of the registration of such Owned Intellectual Property with Buyer and the relevant registrar. Seller agrees to execute such further documents and perform such further acts as may be reasonably required or desirable to carry out such assignment. The transfer of the domain name registrations listed in Appendix A shall be deemed completed only when the "whois" database of the Network Solutions Web site shall reflect Buyer as the registered owner of all of the domain name registrations listed in Appendix A.

3. Effective Date. This Assignment is effective as of the Closing.

4. No Representations and Warranties or Indemnification Obligations in this Assignment. This Assignment, being further documentation of the sales, conveyances, assignments and transfers provided for in the Agreement, does not limit or expand the rights or obligations therein provided. No representations and warranties, or indemnification agreements with respect thereto, are made in this Assignment but instead are expressly disclaimed, it being understood and agreed that all of the rights of Buyer vis-a-vis Seller with respect to the Owned Intellectual Property are governed by the Agreement.

5. Miscellaneous Provisions.

(a) Capitalized Terms. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

(b) Successors in Interest. This Assignment shall be binding upon the parties and their successors and assigns and shall inure to the benefit of the parties and their permitted successors and assigns. Upon the designation of a successor or assign of a party, then references to such party shall also be references to such successor or assign.

[Signature Page Follows]

DULY EXECUTED and delivered by Seller, on June 29, 2012.

SELLER:

LITTLE CROW MILLING COMPANY, INCORPORATED

By: 

Dennis Fuller
President

STATE OF:
COUNTY OF:

On _____ before me, _____ (the undersigned notary),
personally appeared _____ personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

Witness my hand and official seal.

Notary Public

My commission expires: _____

(Notary Seal)

[Signature Page to Trademark and Domain Name Assignment]

DULY EXECUTED and delivered by Seller, on June 29, 2012.

SELLER:

LITTLE CROW MILLING COMPANY, INCORPORATED

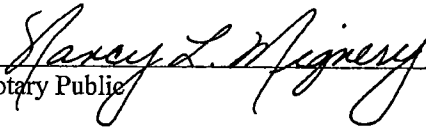
By: 

Dennis Fuller
President

STATE OF: INDIANA
COUNTY OF: KOSCIUSKO

On June 29, 2012 before me, Nancy L. Mignery (the undersigned notary), personally appeared Dennis Fuller personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

My commission expires:

(Notary Seal)



[Signature Page to Trademark and Domain Name Assignment]

Appendix A

Trademarks

1. CoCo Wheats

- a. Registration Number: 557,139
- b. Registration Date: April 8, 1952

2. CoCo Wheats New Mark

- a. Registration Number: 4,073,755
- b. Registration Date: December 20, 2011

Domain Names

1. cocowheats.com